

**Summary of Changes
to the
Memorandum of Agreement
between the
County of Santa Clara
and the
Santa Clara & San Benito Counties Building and Construction Trades Council (BTC)
April 25, 2016 through November 1, 2020**

All provisions of the Santa Clara & San Benito Counties Building and Construction Trades Council (BTC) Memorandum of Agreement, effective April 25, 2016 through November 1, 2020 between the County of Santa Clara and BTC shall be in effect, to include those provisions noted in this summary of changes, upon ratification of the tentative agreement by the Board of Supervisors. Please use the 2014- – 2015 MOA, along with this summary of changes, until the new April 25, 2016 through November 1, 2020 MOA is available.

ARTICLE 6

Section 6.5 – Counseling and Unfavorable Reports

b) **Unfavorable Reports on Performance or Conduct**

If upon such counseling an employee's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file.

No unfavorable reports shall be placed in an employee's file unless such report is made within ten (10) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two (2) years (except those involving charges as listed in A25-301 (a)(4) and (b)(2)). Upon resignation, any such reports shall be removed from the employee's file. Employees shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion in their personnel file.

ARTICLE 7

Section 7.1 – Salaries

Effective pay period ~~14/4, February 3, 2014~~ 16/11, May 9, 2016, all salaries shall be as listed in Appendix A attached hereto and made a part hereof. ~~Effective pay period 14/24, November 10, 2014, all salaries shall be as listed in Appendix B attached hereto and made a part hereof.~~ The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.

1st year

~~Effective pay period 14/4, February 3, 2014, employees shall receive a two percent (2%) general wage increase. In addition, the County will provide a lump sum payment equivalent to a 2% wage increase to the employee's gross wages received for the six (6) pay periods between November 11, 2013 and February 2, 2014 to be paid on February 7, 2014. This lump sum payment shall be based on the salary rates in effect as of November 10, 2013.~~

2nd year

~~Effective pay period 14/24, November 10, 2014, employees shall receive a three percent (3%) general wage increase.~~

Effective pay period 16/11, May 9, 2016, employees shall receive a three and one quarter percent (3.25%) general wage increase in exchange for structural changes made herein.

Effective pay period 16/24, November 7, 2016, employees shall receive a three percent (3%) general wage increase.

Effective pay period 17/24, November 6, 2017, employees shall receive a three percent (3%) general wage increase.

Effective pay period 18/24, November 5, 2018, employees shall receive a three percent (3%) general wage increase.

Effective pay period 19/24, November 4, 2019, employees shall receive a three percent (3%) general wage increase.

ARTICLE 8 – HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.4 – Meal Periods

a) Employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour, scheduled at approximately the mid-point of the workday. Employees required to be at work stations for eight (8) or more consecutive work hours shall have their meal during work hours.

b) Overtime Meals

If an employee is assigned and works two (2) or more hours of overtime work contiguous to his/her regular work shift or is called in within three (3) hours of his/her scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of ~~nine dollars (\$9.00)~~ thirteen dollars (\$13). Employees shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter.

If an employee is called in after three (3) hours of his/her scheduled quitting time and if less than two (2) hours prior notice is given and the employee then works four (4) or more hours of overtime, then the County will pay a meal reimbursement of ~~nine dollars (\$9.00)~~ thirteen dollars (\$13).

Section 8.7 – On-Call Pay

On-call duty may be assigned only to Electricians, Senior Electricians, Elevator Mechanics, Plumbers, Senior Plumbers, HVAC/R Mechanics, and Senior HVAC/R Mechanics. When assigned on-call duty, employees listed in this section shall receive, in addition to their salary for time worked, ~~thirty-three dollars (\$33.00)~~ thirty-five dollars (\$35.00) for each eight (8) hour shift, or portion thereof, on Fridays, Saturdays, Sundays and/or holidays. During the weekdays (Monday through Friday), the Department may elect to develop a paid volunteer on-call list for shifts that are not staffed. When employees volunteer for on-call duty during the week (Monday-Friday), employees listed in this section shall receive, in addition to their salary for time worked, ~~thirty-three dollars (\$33.00)~~ thirty-five dollars (\$35.00) for each eight (8) hour shift, or portion thereof; This continues the agreed practice regarding on-call from Monday through Friday.

Section 8.10 – Hazard Duty

a) Coverage

The work places covered by this differential are the JPD Ranches and the locked secured sections of the following facilities:

1. Mental Health (EPS)
2. Main Jail
3. Elmwood
4. JPD Hall
5. Psychiatric Inpatient
6. North County Jail (during the day – locked down portion)
7. Starlight (Charter) Hospital

b) Full-Time Payment

A premium for lock down/hazard duty of ~~ninety-five cents (\$.95)~~ one dollar ten cents (\$1.10) per hour, ~~effective December 4, 2006~~, shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations. This lock down/hazard duty premium shall be included in the pay status time of the coded classification described in this paragraph b).

c) Part-Time Payment

A premium for lock down/hazard duty of ~~ninety-five cents (\$.95)~~ one dollar ten cents (\$1.10) per hour, ~~effective December 4, 2006~~, shall be paid to coded classifications, whose entire assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in paragraph a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations.

An employee must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a) prior to being eligible for the lock down/hazard duty premium. Coded classifications shall receive an additional full hourly premium for time worked of more than six (6) minutes in any hour after the first hour of work.

- d) The lock down/hazard duty premium shall not be allowed in computing payments at the time of termination.

ARTICLE 11 – LEAVE PROVISIONS

Section 11.2 – Sick Leave

- a) **Rate of Accrual**
Each employee shall be entitled to sick leave. Such leave shall be earned on an hourly basis and computed at the rate of ninety-six (96) hours per year. Such sick leave must be approved by the appointing authority.
- b) **Doctors' Notes**
Request for sick leave with pay in excess of three (3) working days must be supported by a statement from a licensed medical practitioner. The appointing authority may require such a supporting statement for absences less than three (3) days when there is a reasonable cause of misuse.
- c) **Sick Leave Accrual**
Unused sick leave time may be accrued without limitation.
- d) **Sick Leave Used for Care of Immediate Family**
An employee may use half (1/2) of his/her annual accrued sick leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, grandfather of the employee or of the spouse or domestic partner of the employee and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.
- e) **Day Defined/Sick Leave Pay-Off**
For purposes of this paragraph, a day is defined as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick leave shall be paid off at the rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond sixty (60) days shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one (1) hour's pay for one (1) day of accrual). Upon resignation in good standing, employees with ten (10) or more years' service shall be paid up to sixty (60) days of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All accrued balances beyond sixty (60) days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value. All other rights to sick leave with pay of an employee shall be canceled upon his/her separation from the County; provided, however, if an employee resigns or is separated on a layoff and is reinstated or re-employed within on one (1) year from the date of resignation or layoff, such employee's right, if any, to sick leave with pay shall be restored to him/her.

- f) Reinstatement Pay Back
Employees receiving a sick leave pay off in accordance with section (e) above may, if reinstated within six (6) months, repay the full amount of sick leave pay off received and have his/her former sick leave balances restored. Repayment in full must be made prior to reinstatement.
- g) Vacation Illness Conversion
If an employee on vacation becomes ill, he/she may convert his/her vacation time to sick leave with pay. If the conversion is for three (3) or more days, it must be supported by a statement from an accredited medical provider.
- h) Sick Leave Exhaustion
When an employee has exhausted all accumulated sick leave, he/she shall have the option of using vacation time or leave without pay for absences due to illness. The employee must notify the department of employee's option prior to payroll action; otherwise vacation time will be used. When requested by the employee, Management will restore vacation by making the appropriate payroll adjustment in the next payroll period.

ARTICLE 12 – BENEFIT PROGRAMS

Section 12.2 – Insurance Premiums

a) Medical Insurance

Effective pay period 14/24 starting on November 10, 2014, the County and covered workers shall share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, shall continue to offer Valley Health Plan without premium sharing. The County will pay the cost of premiums for employee only and family tiers that are not covered by the employees' share of premium. The employee share shall be as follows:

Valley Health Plan 0% Single, Adult and child(ren), Two adults or Family

~~Kaiser~~ Non-VHP HMO Plan 0% Single, 2% Adult and child(ren), 2% Two adults or Family

~~Health Net~~ POS Plan 0% Single, \$52.83 Family

~~For the term of this agreement the required percentage of premium sharing shall be based on the premium in effect on June 23, 2013.~~

The parties agree that the ~~Kaiser~~ Non-VHP HMO Plan, Valley Health Plan and the ~~Health Net POS Plan (or comparable replacement plan for Health Net)~~ shall continue under the current coverage in effect on January 20, 2014.

The County shall pay the employee premium while on medical, maternity, paternity, or industrial injury leave of absence up to thirteen (13) pay periods.

Effective with coverage on or about January 1, 2012, the ~~Kaiser~~ Non-VHP HMO Plan design will be ~~changed to~~ \$10 co-payment for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply), and \$100 co-payment for hospital admission; the ~~Health-Net~~ POS Plan design will be ~~changed to~~ \$15/\$20/30% (Tier 1/2/3) co-payment for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

In addition, following the approval of this agreement, the parties agree to eliminate the current ~~Kaiser Non-VHP HMO~~ co-payment reimbursement effective September 1, 2011. The last day to incur such co-payment expense and be eligible for reimbursement is August 31, 2011. Employees will have until September 30, 2011 to submit their claim for reimbursement.

Effective June 5, 2017 and each June thereafter, for tiers with dependent coverage in the HMO or POS plan, the employee share of premiums shall increase by ten percent (10%) of the increase in premiums for those tiers, and the employee-only share shall remain at \$0. In each year thereafter, employees will continue to pay ten percent (10%) of future premium increases on the POS and HMO plans (not VHP).

High Deductible Health Plan (HDHP)

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as an option to current health plans.

Valley Health Plan (VHP)

Upon request the parties agree to meet to discuss the possibility of modifying VHP into two separate plan designs.

Dual Coverage

Effective November 1, 1999, spouses, including registered domestic partners, who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. Married couples and registered domestic partners who are both County employees and had one dependent coverage and one single coverage will have the single coverage dropped effective November 1, 1999. If both employees have single coverage, one will be converted to dependent coverage. The employee only coverage will be dropped effective with the end of the open enrollment period in 1999. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

Domestic Partners

Benefits shall be provided in accordance with Article 13 - Domestic Partners.

b) Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the employee and full dependent contribution and pick up any inflationary cost during the term of this Agreement. The existing California Dental Service Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics: 75-25 - no deductible.
\$2,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible.
\$2,000 lifetime maximum per patient (no age limit).

The County will continue to provide an alternative dental plan. The current alternative Dental plan is Liberty Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

c) Life Insurance

The County agrees to continue the existing base group Life Insurance Plan of twenty-five thousand dollars (\$25,000) per employee for the term of the Agreement.

d) Vision Care Plan

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar (\$20.00) deductible for examinations and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for the employee and dependents and pick up inflationary costs during the term of this agreement.

County-Wide Benefits

The parties agree that during the term of this Agreement, any improved or added benefits of a County-wide nature negotiated or applied to employees (other than Public Safety Employees) in other representation units shall be applied to employees represented by this Agreement, except as indicated below.

Medical insurance benefits, as described in Section 12.2, shall not be modified except by mutual agreement through June 30, 2017. After June 30, 2017, employees in the bargaining unit who are entitled to health insurance coverage as described in Section 12.2 shall be offered the health plans and benefit levels that are no less than those received by the majority of County employees in coded positions. Upon request of the Union, the County shall meet over the impact of changes in carriers, plans, plan designs, and/or medical flexible spending accounts that may occur to address, negate or mitigate the imposition on the County of the federal excise tax in the Affordable Care Act.

e) Medical Benefits for Retirees

1. For workers hired before August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed five (5) years service (1,305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis.

This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner Section of this agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

2. For workers hired on or after August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

3. For workers hired on or after June 19, 2006:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed ten (10) years of service (2,610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

4. For workers hired on or after January 20, 2014.

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed fifteen (15) years of service (3,915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in Article 13, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

Such years of service expressed in 1, 2, 3, and 4 above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

g) Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under Section 12.2 (f) subsections 1, 2, 3, or 4 may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.

- h) Employee Contribution Toward Retiree Medical Obligation Unfunded Liability
Effective pay period ~~14/23, October 27, 2014~~ 16/11, May 9, 2016, all coded employees shall contribute on a biweekly basis ~~ten dollars (\$10.00)~~ thirteen dollars and fifty cents (\$13.50) toward the retiree medical obligation unfunded liability. Such contributions are to be made on an ~~after-tax basis, until such time as the County receives approval for such contributions to be made on a-pre-tax basis,~~ and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.

Section 12.4 – Safety Shoes

All employees in this unit will be provided safety footwear for use on the job only. Appropriate safety footwear requirements will be determined by the employee's department and the County's Office of Safety and Environmental Compliance and such footwear are to be obtained through the County's authorized vendors, up to \$250 per year. The reimbursement or voucher may include use for sole inserts.

Section 12.6 – Tuition Reimbursement

- d) Reimbursement
Total reimbursement for each worker participating in the program will not exceed ~~\$900~~ \$1250 per person, per contract year. The total aggregate amount for the bargaining unit shall not exceed the amount of money in the fund or projected to be in the fund each contract year. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required cost (including textbooks) upon presentation of required documentation.

ARTICLE 14 – RETIREMENT

14.1 – Public Employees Retirement System - Definitions

Classic Miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.5% at age 55 retirement tier. Public Employee Pension Reform Act (PEPRA) Miscellaneous employees shall refer to those employees who are eligible for and placed in the 2% at age 62 retirement plan.

14.2 – Classic Miscellaneous Employees

The County will continue the present benefit contract with PERS for Classic Miscellaneous employees for the term of this Agreement.

~~The County will pay the Classic Miscellaneous employee's seven percent (7%) contribution to PERS for the term of this Agreement.~~

The County of Santa Clara's three percent (3%) increase in contribution to PERS for Classic Miscellaneous employees as a result of implementation of the 2% at 55 Plan as well as the existing employer payment of employee PERS contribution shall be reflected as part of the effective wages. Thus, the County is entitled to add 3% to the base wage for effective wage.

~~The County shall pay on behalf of all Classic Miscellaneous employees covered under PERS miscellaneous the currently required employee contribution to the Public Employees' Retirement System.~~

Effective upon ratification by the Board of Supervisors, the Classic PERS Member shall pay the entire 8% PERS Member share contribution (7% is a new contribution plus the existing 1% contribution). The employee shall continue to pay the existing 2.931% on the employer share of PERS. Total Classic PERS Member paid contribution for PERS is 10.931%.

The County will continue the present benefit contract with PERS for Classic Miscellaneous employees, which is the 2.5% at 55 Retirement Plan, as amended December 17, 2007.

In consideration for continuing the 2.5% at 55 Retirement Plan, the Union agrees for each Classic Miscellaneous worker covered under this benefit to contribute to PERS, through payroll deduction, an amount equal to 3.931% of PERS reportable gross pay. The County will take action promptly to effectuate that the portion of PERS contribution paid for by the employee is done on a pre-tax basis, as allowed by law.

14.3 – PEPRAs Members:

The PEPRAs Member shall pay 7% toward the employer share of PERS, in addition to the PEPRAs Member's required PEPRAs contribution (at least 50% of normal costs).

~~In accordance with SS 20636, Sub-section (c) (4) of the California Public Employees Retirement Law, the County and the Building and Construction Trades Council of Santa Clara and San Benito Counties (BTC) agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year."~~

~~The County shall pay on behalf of Classic Miscellaneous workers covered under PERS Miscellaneous 7% member (worker) contribution to the Public Employees' Retirement System as well as an additional 0.49% which is attributable to reporting EPMC as special compensation. Taking into consideration the agreement between the parties as a result of the prior implementation of 2% at 55 Plan, the County is entitled to add 10.49% to the base wage for effective wage.~~

14.4 - Self-Funded Raise of 6.343% Effective upon Ratification by the Board of Supervisors:

For Classic PERS Member Miscellaneous Employees

As set forth in Article 4.2 of this agreement, the Classic PERS Member employee shall pay the entire 8% PERS member-share contribution (7% is a new contribution plus the existing 1% contribution). Separately, the employee shall continue to pay the existing 2.931% on the employer PERS share. Total employee-paid contribution for PERS is 10.931%. In return for the new contribution of 7% and the

elimination of Employer Paid Member Contribution (EPMC), the County will provide an equivalent self-funded wage increase, which is 6.343%, effective upon the second reading and adoption of the salary ordinance by the Board of Supervisors.

New PERS Member (PEPRA Member) Miscellaneous Employees

Pursuant to Section 4.3 of this agreement, the PEPRA Member shall pay 7% towards the employer share of PERS, in addition to the required PEPRA contribution (at least 50% of normal costs). In return for the new contribution of 7% on the employer share, the County will provide an equivalent self-funded wage increase, which is 6.343%, effective upon the second reading and adoption of the salary ordinance by the Board of Supervisors.

~~Classic Miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.5% at age 55 retirement tier. Public Employee Pension Reform Act (PEPRA) Miscellaneous employees shall refer to those employees who are eligible for and placed in the 2% at age 62 retirement plan.~~

ARTICLE 17 – GRIEVANCE PROCEDURE

Section 17.5 – Formal Grievance

a) Step 1

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the ~~Appointing Authority~~ the Labor Relations Department. ~~A copy of the grievance will be sent to Labor Relations and t~~This copy shall dictate time limits. A copy of the grievance shall also be sent to the Appointing Authority. Note: The grievance can be sent to Labor relations via mail or e-mail. The current email address for Labor Relations is labor.relations@esa.sccgov.org. Every effort will be made to notify the Union if there is a change in the email address.

The grievance form shall contain information which:

1. Identifies the aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and,
7. The name of any person or representative chosen by the employee to enter the grievance.

A decision shall be made in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above and the grievant, or in the case of a group grievance, to the grievant listed first in (1) above. A copy shall be sent to the Union by Labor Relations and this copy shall dictate time limits.

ARTICLE 22 – TERM OF AGREEMENT

This agreement shall become effective only upon approval of the Board of Supervisors and for the units listed in Article 1 upon the ratification, and shall remain in full force and effect from ~~January 20, 2014 that date~~ to and including ~~November 8, 2015~~ November 1, 2020 and from year-to-year thereafter; provided however, that either party may serve written notice on the other at least sixty (60) days prior to ~~November 8, 2015~~ November 1, 2020, or any subsequent November 1, of its desire to terminate this Agreement or amend any provision thereof.